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ABSTRACT

This document details the collective bargaining agreement between Hofstra University and the Hofstra Chapter of the American Association of University Professors (AAUP) for the period September 1, 1988 to August 31, 1991. It presents the following 23 articles: list of definitions; recognition of AAUP; faculty statutes and policy series; general relationship between the AAUP and the University; appointment, reappointment, non-reappointment, promotion, and tenure; working conditions; fringe benefits; compensation; reduction of faculty as a consequence of curricular curtailment or financial exigency; no strike, work stoppage or lockout; grievance and arbitration procedures; merger or acquisition; released time; union security and check-off; separability; interest succession; non-discrimination clause; personnel files; affirmation of full disclosure; past practices; department chairpersons; adjunct faculty and special faculty status; duration and effective date. Five appendices contain policies relating only to the New College, special library staff policies, policies for the District 65/District Council 37 Hofstra Institute of Applied Social Science, target dates for action, and memorandum of understanding. (JB)

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Collective Bargaining Agreement By and Between

HOFSTRA
UNIVERSITY

-and-

THE HOFSTRA CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

September 1, 1988 - August 31, 1991

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HOFSTRA UNIVERSITY, HEMPSTEAD, NEW YORK 11550

Collective Bargaining

Agreement

By and Between

HOFSTRA UNIVERSITY

-and-

THE HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

September 1, 1988 - August 31, 1991

Hempstead, New York

CONTENTS

		Page
ARTICLE 1	List of Definitions	1
ARTICLE 2	Recognition of the AAUP	2
ARTICLE 3	Faculty Statutes and Faculty Policy Series	3
ARTICLE 4	General Relationship Between the AAUP and the University	3
ARTICLE 5	Appointment, Reappointment, Non-Reappointment, Promotion, and Tenure	5
ARTICLE 6	Working Conditions	17
ARTICLE 7	Fringe Benefits	25
ARTICLE 8	Compensation	33
ARTICLE 9	Reduction of Faculty as a Consequence of Curricular Curtailment or Financial Exigency	35
ARTICLE 10	No Strike, Work Stoppage or Lockout	41
ARTICLE 11	Grievance and Arbitration Procedure	41
ARTICLE 12	Merger or Acquisition	44
ARTICLE 13	Released Time	44
ARTICLE 14	Union Security and Check-off	44
ARTICLE 15	Separability	46
ARTICLE 16	Interest Succession	46
ARTICLE 17	Non-Discrimination Clause	46
ARTICLE 18	Personnel Files	47
ARTICLE 19	Affirmation of Full Disclosure	47
ARTICLE 20	Past Practices	48
ARTICLE 21	Department Chairpersons	48
ARTICLE 22	Adjunct Faculty and Special Faculty Status	49
ARTICLE 23	Duration and Effective Date	50

APPENDICES:
A. New College
B. Library
C. District 65/District Council 37
D. Target Dates for Action
E. Memorandum of Understanding

AGREEMENT

between

HOFSTRA UNIVERSITY

and

THE HOFSTRA CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

PREAMBLE

The purpose of this Agreement is to provide the faculty and administration of Hofstra University with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service. This Agreement aims at maintaining educational excellence, facilitating effective faculty participation in decisions affecting the welfare of the University, assuring fair and reasonable conditions of employment and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

To this end the faculty and administration have, through their representatives, negotiated this Agreement as follows:

ARTICLE 1: LIST OF DEFINITIONS

1.1 ADMINISTRATION: The Board of Trustees of Hofstra University, a private institution of higher education chartered by the Board of Regents of the State of New York, and such administrative officers as may be appointed by the Board of Trustees.

1.2 AAUP: The Hofstra University Chapter of the American Association of University Professors.

1.3 FACULTY MEMBER: For purposes of this Agreement, a member of the bargaining unit, as defined in Section 2.2 of this Agreement.

1.4 REGULAR ADJUNCT FACULTY MEMBER: A part-time member of the bargaining unit, as defined in Section 2.2 of this Agreement.

1.5 BARGAINING UNIT: Unit of employees as described in Section 2.2 of this Agreement.

1.6 DEPARTMENTAL PERSONNEL COMMITTEE (DPC) as defined in Article 5 of this Agreement.

1.7 COLLEGE OR DIVISION FACULTY PERSONNEL BOARD (FPB) as defined in Article 5 of this Agreement.

1.8 UNIVERSITY APPEALS BOARD (UAB) as defined in Article 5 of this Agreement.

1.9 JOINT STANDING COMMITTEE (JSC) as defined in Section 4.8 of this Agreement.

ARTICLE 2: RECOGNITION OF THE AAUP

2.1 The Administration hereby recognizes the AAUP as sole and exclusive bargaining agent for the faculty and professional librarians (as defined below).

2.2 Included in the bargaining unit are all full-time faculty, including those holding special status, professional librarians, and all regular adjunct faculty (defined as those who are currently teaching or who are currently on approved leave as provided in Section 7.15 of this Agreement and who have taught at the University at least six (6) hours per academic year for at least two of the preceding four academic years, exclusive of intersessions, or who have taught at the University for at least three (3) hours per academic year for each of the preceding four (4) academic years, exclusive of intersession) and all part-time professional librarians.

2.3 Excluded from the bargaining unit are: academic deans of all ranks; teaching deans; faculty holding visiting rank; speech clinicians; part-time faculty who do not meet the requirements of Section 2.2 above; military officers serving in the Department of Military Science; all faculty members and professional staff including librarians and clinicians in the Law School; all department chairpersons; and in the Library, deans, associate deans, assistant deans, and department heads; and all other administrative personnel of the University, all non-professional employees, and all other employees of the University.

2.4 No person excluded from the bargaining unit as set forth above will represent the faculty on the University Senate or any of its committees.

ARTICLE 3: FACULTY STATUTES AND FACULTY POLICY SERIES

3.1 The parties hereby acknowledge that the Faculty Statutes (hereinafter "FS") and the Faculty Policy Series (hereinafter "FPS") constitute the fundamental documents which govern the rights and responsibilities of the Faculty of Hofstra University, subject to the provisions of this Agreement.

3.2 The provisions of the FS and FPS are binding upon the parties unless modified by or in conflict with this Agreement, in which case this Agreement will control, and the FS and FPS are hereby incorporated by reference into this Agreement.

3.3 During the term of this Agreement, no amendments to the FS or FPS or any University practice which would void, alter or in any way modify any provision of this Agreement will be enacted or effectuated without the consent of the AAUP.

3.4 Any and all proposed amendments to the FS or FPS duly passed by the University Senate and Faculty or Faculty alone will be submitted to the President who will reply in writing or submit same to the Board of Trustees, which in turn will reply in writing (and where the reply is negative, will state its reasons therefor) within five weeks after the next meeting of the Board of Trustees, but in no event more than 90 days after submission to the President.

3.5 Management rights and functions, except those which are abridged by this Agreement, will remain vested in the Administration, except as provided in this Agreement.

ARTICLE 4: GENERAL RELATIONSHIP BETWEEN THE AAUP AND THE UNIVERSITY

4.1 This Agreement will be binding upon and is exclusively between the AAUP and Hofstra University. All rights and privileges claimed under the terms of this Agreement will be enforceable only by the AAUP

and Hofstra University unless otherwise specifically provided herein.

4.2 The rights, privileges and obligations of faculty members set forth in this Agreement will be incorporated into and made part of any individual contract of employment between a faculty member and the University; all such rights, privileges, and obligations claimed under such individual contracts of employment will be enforceable initially through the procedures hereinafter set forth in this Agreement or in the FS or FPS, whichever is applicable. In the event of a conflict between the terms of an individual contract and the terms of this Agreement, the latter will be controlling. This Agreement will be incorporated by references into employment contracts issued to faculty members. The University will furnish all faculty members with a copy of this Agreement, the FS and FPS.

4.3 The presently constituted organizations within the University, i.e., the University Senate or any other similar body composed in whole or in part of the faculty, will continue to function at the University, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.

4.4 Duly authorized representatives of the AAUP will be permitted to transact official AAUP business on University property at all reasonable times, provided that this will not interfere with or interrupt normal University operations or other faculty members in the performance of their duties.

4.5 The AAUP will have the right to post notices of its activities and matters of AAUP concern on faculty bulletin boards at locations hereafter to be agreed upon between the AAUP and the Administration. The AAUP will be permitted free use of intra-University mail and intra-University telephone service for communications to the faculty.

4.6 The Administration will provide the AAUP with an appropriate furnished office, accessible to handicapped persons, in the main Administration building or in a building in close proximity to the main Administration building. In addition, the AAUP will be permitted use of appropriate facilities at the University for its larger meetings, so long as fa-

cilities are available and the AAUP complies with the rules and regulations relating to use of such facilities applicable to all members of the University community.

4.7 The AAUP will be entitled to use the services of departmental secretaries for AAUP business, with the consent of the chairperson of the affected department, which consent shall not be unreasonably withheld. It is understood that the AAUP's use of such secretarial service will not interfere with the normal business of the department, and that the Administration will provide alternative secretarial service in the event that departmental secretarial service is not available.

4.8 A Joint Standing Committee (JSC) consisting of two (2) representatives of the AAUP and two (2) members of the Administration will be established to deal with problems and questions relating to this Agreement. This Committee will meet as necessary at the request of either of the parties. The Committee will discuss and attempt to amicably resolve any and all issues other than those specifically provided for in other articles of this Agreement.

ARTICLE 5: APPOINTMENT, REAPPOINTMENT, NON-REAPPOINTMENT, PROMOTION, AND TENURE

5.1 This Article and the appropriate sections of the FS and FPS will govern initial appointment, reappointment, non-reappointment, promotion, and tenure policies for full-time members of the faculty; will govern appointment, de-listing, and promotion of adjunct faculty; and appointment of special members of the faculty. Except as provided herein for New College, the general steps which all the above personnel recommendations will follow will be:

1. Departmental Personnel Committee (DPC) or Ad Hoc Tenure Committee; to the

2. Department Chairperson; to the

3. College or Division Faculty Personnel Board (FPB)

   a. in all tenure cases; or

b. if the DPC's or the Department Chairperson's recommendations are for non-reappointment, or for de-listing of an adjunct, or against promotion; or

c. if the DPC's and the Department Chairperson's recommendations disagree on initial appointment; or

d. if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement; to the

4. Dean; to the

5. University Appeals Board (UAB)

a. if there is disagreement between the Dean's and the DPC's or Ad Hoc Tenure Committee's recommendation on tenure, non-reappointment and de-listing of adjunct faculty; or

b. if there is disagreement between the Dean's and FPB's recommendations; or

c. if the Provost indicates preliminary disagreement with the FPB and Dean's recommendations, or with the DPC or Ad Hoc Tenure Committee's and Dean's recommendation, which recommendations are in agreement; to the

6. Provost; to the

7. President; to the

8. Board of Trustees.

5.2 Each department annually will elect a Departmental Personnel Committee (DPC) consisting of at least seventy-five percent (75%) of the tenured and tenure-designate members of the department and untenured members who have served in the department as full-time faculty for at least one full year and who have not been denied tenure or reappointment, but in no case will a DPC have fewer than three (3) members. However, the DPC may consist of fewer than 75% of the eligible members of the department where

fewer than 75% of such members are willing or able to serve on the DPC.

If a department has fewer than three (3) full-time members who meet the above requirements, additional members of the DPC will be chosen from the tenured bargaining unit members of other related academic areas according to procedures determined by the College or Divisional Faculty Personnel Board.

In departments which have regular adjunct faculty (as defined in Section 2.2) one (1) regular adjunct faculty member will be elected annually by the regular adjunct faculty in the department to serve as a voting member of the DPC.

For purposes of this Section, the Library and New College will each be deemed a department.

No faculty member may serve on a DPC when the DPC considers a case involving either the person or a member of the person's immediate family. Adjunct faculty members of the DPCs may only consider matters involving adjunct faculty. Further, faculty members will not be eligible to serve on a DPC when it is considering the case of a candidate for promotion to a higher faculty rank than that held by the faculty member.

Each DPC will annually elect a Chairperson of the committee from among the tenured members of the committee.

5.3 The Function of each DPC will be to develop, with the Department Chairperson, departmental policies and procedures relating to all personnel matters, except tenure, governed by this Article (see Section 5.1 above). Each DPC will make its recommendations as set forth in this Article within such time periods as are targeted in Appendix D, annexed hereto. The Department Chairperson and/or the Dean will call initial meetings of the DPC to deal with pertinent matters.

5.4

(a) Each DPC will examine the qualifications of candidates for initial full-time faculty appointment, reappointment, non-reappointment, and promotion and will examine the qualifications of candidates for initial adjunct faculty appointment, promotion, and

de-listing of adjunct faculty. This process will include consultation with the Department Chairperson and the exchange of written recommendations between the DPC and the Chairperson. The DPC will then forward its recommendation in writing to the Dean and to the affected individual. The Department Chairperson will do likewise. If the DPC's and the Chairperson's recommendations are in disagreement on initial appointment; or if either recommends non-reappointment, or against promotion, or de-listing of an adjunct; or if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement; prior to making his/her recommendation, the Dean will forward the case to the College or Divisional Faculty Personnel Board (FPB) for its review and recommendation.

The FPB will then forward its recommendation in writing to the Dean. The Dean will then forward his/her recommendation to the Provost. If the Dean's and the FPB's recommendations are in disagreement, or if the Dean's and the DPC's or Ad Hoc Tenure Committee's recommendations are in disagreement on tenure, non-appointment or de-listing of an adjunct faculty member, or if the Provost indicates preliminary disagreement with the FPB's and the Dean's recommendations or with the DPC's or Ad Hoc Tenure Committee's recommendation and Dean's recommendation, which recommendations are in agreement, prior to making his/her recommendation, the Provost will submit the case to the UAB for its review and recommendation.

(b) In New College, the DPC will forward its recommendation in writing to the Dean and to the affected individual. The Dean will make his/her recommendation to the Provost. The Provost will submit the case to the UAB for its review and recommendation in (i) all tenure cases; or (ii) if the DPC and the Dean's recommendations are in disagreement; or (iii) if the DPC's and/or the Dean's recommendations are for non-reappointment or against promotion; or (iv) in cases for de-listing; or (v) if the Provost indicates preliminary disagreement with the DPC's and the Dean's recommendations, which recommendations are in agreement, prior to making his/her recommendation to the President.

5.5 Assignments of adjunct faculty will be made from a list of adjunct faculty previously approved for appointment by the Provost based upon the process described in Section 5.4 above. Such list will be referred to herein as "the appointment list." Within fifteen (15) days of the beginning of the semester, if no previously approved adjuncts are available and the DPC or its representative cannot be called, after a good faith effort to contact the DPC has been made, the Chairperson can proceed with his or her recommendation for appointment to the Dean. The Chairperson of the department, in consultation with the DPC, will determine the assignment of courses for adjunct faculty as defined in Section 2.2, giving consideration to qualifications, suitability and length of prior service.

After eight semesters of service (excluding January and Summer Sessions) if the DPC or Chairperson wishes to remove an adjunct from the appointment list, or if the Dean requests a review of the adjunct faculty member's status on the appointment list, the review and recommendation process for personnel decisions as described in this Article will commence. Non-assignment of a listed adjunct by the University for eight consecutive semesters shall be considered the equivalent of removal from the appointment list. In such event an individual may request a review of such action within the review procedure contained herein.

Additionally, after fifteen (15) semesters of service (excluding January and Summer Sessions) if an adjunct faculty member is assigned one course fewer than the average number of courses he/she taught during the last four full semesters, or is not offered any course assignment, he/she will receive written reasons for the non-assignment from the Chairperson, in those instances where courses, for which the adjunct is qualified and available to teach, are assigned to an adjunct whose length of service is more than eight semesters less than the affected adjunct faculty member. In such event, the individual affected may request that the Dean review the written reasons for non-assignment and discuss same with the adjunct. Upon request by the affected adjunct, the Dean will put his/her review and recommendation, if any, in writing. The Dean's analysis will be reviewed by the Provost upon further request by the affected adjunct.

An adjunct faculty member who has declined courses offered for four consecutive semesters will automatically be removed from the appointment list.

In any review process under this Section 5.5, the affected faculty member shall receive copies of all recommendations and decisions promptly after they are rendered.

An adjunct faculty member with more than ten semesters of service (excluding January and Summer Sessions) will be eligible to apply for funds from the school, college, or University research fund and will be eligible to apply for school, college or University travel funds, consistent with the criteria used to award such funds to full-time faculty.

5.6

(a) Faculty shall be evaluated in the fall of each year to establish qualifications for recommendations for reappointment, increase of salary, promotion and tenure.

This evaluation shall be so conducted that the faculty member cooperates in the initial stages of compiling evidence, is informed of the progress through channels of his/her recommendation, and is enabled to register agreement or disagreement with the recommendation of his/her Chair and Academic Dean.

Department Chairpersons will, to the best of their ability and after consulting the tenured members of the department and the appropriate Dean, try to give the faculty member some indication of the prospects for obtaining tenure. If a Chairperson feels that he/she cannot make such a judgment, he/she should explain the reasons to the candidate.

When a Chairperson is newly appointed (since the period of the last evaluation), the Academic Dean of that area shall decide whether the evaluation shall be conducted by the Chairperson or whether the Dean shall appoint an individual or group of individuals to perform this task. When the Academic Dean is newly appointed, the evaluation shall take place in a manner prescribed by the Provost.

Faculty in their terminal year need not be evaluated by the Chairperson.

(b) Prior to the end of the first semester of the fifth year of the probationary period, each probationary faculty member will receive an analysis of tenure criterion number 4 (FPS 15, II, A4 or B4: "fulfillment of some essential function in the long-range needs of the department and/or the University") in relationship to the individual's prospects for tenure. This analysis will state specifically whether it is "likely" or "unlikely" that the probationary faculty member will satisfy tenure criterion number 4. The Provost will provide the Dean and Chairperson with data regarding departmental enrollments, average class size, number of majors, number of tenured faculty, prospects for retirements, direction of the program(s), use of adjuncts and overload; and any other relevant information. The Dean of the appropriate school or college, in consultation with the Chairperson, will prepare the foregoing written analysis based on these data. The written analysis will be given to the faculty member with copies forwarded to the DPC and the Provost. If the Provost disagrees with the analysis, he/she will so notify the individual, in writing, explaining the reasons for his/her disagreement. If the DPC disagrees with the analysis, it will so notify the Provost, with copies to the individual, explaining the reasons for its disagreement. If the Provost disagrees with the position of the DPC, he/she will so notify the DPC, explaining the reasons for the disagreement. Any such disagreement shall be submitted within 30 days after the receipt of the analysis or reply thereto with which it is in disagreement. This provision will not apply to those probationary faculty members who elect to take more than three years of prior credit toward the tenure probation period.

5.7 Each department will establish an Ad Hoc Tenure Committee consisting of full-time faculty members in accordance with the FPS. Procedures described in the FPS will be followed. The Department Chairperson will not participate on the Ad Hoc Tenure Committee as a member, but should be consulted by the Committee as a resource person for input that can be used by the Committee. The Department Chairperson will not participate in the deliberations of the Ad Hoc Tenure Committee nor vote on the final decision of the Ad Hoc Tenure Committee.

5.8 The written recommendation of the Ad Hoc Tenure Committee will be forwarded to the individual faculty

5.9

(a) The School of Business, the School of Education and each division of the Hofstra College of Liberal Arts and Sciences will establish a Faculty Personnel Board. The FPB for the School of Business, the School of Education and each division of HCLAS will consist of one tenured or tenure designate faculty member from each department to be elected by all full-time faculty from that department. One (1) regular adjunct member of the faculty as defined in Section 2.2 will be elected annually to serve on each FPB by the adjunct faculty in each College and/or in each division of HCLAS. The adjunct faculty member will vote only on matters relating to the adjunct faculty.

(b) New College will not establish a Faculty Personnel Board.

(c) The Faculty Personnel Board for the Library will consist of the Chairpersons of all of the other Faculty Personnel Boards. The Library Personnel Board shall be required to have present a full-time tenured library faculty member as a non-voting resource person during its deliberations.

(d) A member of the Faculty Personnel Board may not vote on the FPB if he/she has already voted on the DPC or the Ad Hoc Tenure Committee on the individual in question.

5.10 All full-time members of each FPB will be elected for a term of two years providing that he/she remains a full-time faculty member during such period. The term of the members of the FPB will be from September 1 to August 31. However, in the event of the establishment of a new school or division, requiring the establishment of a new FPB, initially, half of the full-time members of such FPB will be elected for a term of one year and half for a term of two years. Thereafter, all members will serve for a term of two years providing that he/she remains a full-time faculty member during such period.

Each FPB shall elect a Chairperson from among its members. Initially, the Chairperson will be elected from among the members of the FPB who are serving two-year terms. The Chairperson shall be primarily responsible for the timely and effective administration of that FPB.

5.11 The Faculty Personnel Boards will establish their own procedures providing that such procedures do not contravene any provisions of this agreement. At the time such procedures are established they must be filed with the Dean, the Provost and the AAUP.

5.12 Any vacancy occurring on a FPB will be filled for the remainder of the term by a special election of the affected unit within thirty (30) days of such vacancy.

5.13 The Faculty Personnel Board will make recommendations to the Dean in personnel cases for full-time and adjunct faculty members involving initial appointment, reappointment, and promotion when:

a. the DPC's and Chairperson's recommendations are in disagreement on initial appointment; or

b. the DPC's or Chairperson's recommendations are for non-reappointment, or against promotion, or for de-listing of an adjunct; or

c. in all tenure cases; or

d. if the Dean indicates preliminary disagreement with the DPC's and Department Chairperson's recommendations, which recommendations are in agreement.

In cases of non-reappointment and tenure, the Faculty Personnel Board will allow the faculty member being reviewed to appear in person if he/she so requests. In all other cases, the appearance will be at the option of the Faculty Personnel Board. The Deans will provide the Faculty Personnel Board with all relevant information in each case, within the time limits set forth in Appendix D annexed hereto. The written recommendations of the Faculty Personnel Board will be forwarded to the Dean, with copies to the individual faculty member, the DPC (or Ad Hoc Tenure Committee, when appropriate) and the Chairperson.

5.14
(a) The University Appeals Board (UAB) will be composed of five (5) members and two (2) alternates: two faculty members and an alternate designated by the AAUP, two administrators and an alternate designated

by the administration; and a fifth (a member of the Hofstra University Community), annually designated by mutual consent of the regular members.

(b) Each regular member of the UAB will serve a two-year term to begin February 1 and end January 31. Alternates will also serve two-year terms.

(c) The alternates will replace permanent members of their own side whenever an appeal comes from a unit of which they are a member. The alternates, designated by the AAUP and the Administration respectively, will represent units other than those represented by the original two members, and will replace them when an appeal comes from a unit to which the original members belong, so that no member of the UAB will ever have jurisdiction over an appeal pertaining to his/her unit. Alternates may also substitute for regular members in cases of illness or unavoidable absence. Members of the Provost's staff who did not participate in the formulation of the Provost's position on a particular matter that is before the UAB may serve on the UAB in connection with its consideration of such matter.

(d) The UAB will establish its own procedures provided that they do not contravene any provisions of the Agreement.

5.15 Except as provided herein for New College, the UAB will make recommendations to the Provost in personnel cases covered by this Article for full-time and adjunct faculty members when the Dean's and FPB's recommendations are in disagreement, or if the Dean's and DPC's or Ad Hoc Tenure Committee's recommendations are in disagreement on tenure, non-reappointment or de-listing of an adjunct faculty member; or if the Provost indicates preliminary disagreement with the FPB's and the Dean's recommendations, or with the DPC's or Ad Hoc Tenure Committee's recommendation and the Dean's recommendation, which recommendations are in agreement. In addition, the UAB will have jurisdiction to hear an appeal from a decision of the appropriate Dean regarding an annual evaluation, if the faculty member requests such an appeal, and will make recommendations in regard thereto to the Provost.

In New College, the DPC will forward its recommendation in writing to the Dean and to the affected in-

dividual. The Dean will make his/her recommendation to the Provost. The Provost will submit the case to the UAB for its review and recommendation in (i) all tenure cases; or (ii) if the DPC and the Dean's recommendations are in disagreement; or (iii) if the DPC's and/or the Dean's recommendations are for non-reappointment or against promotion; or (iv) in cases for de-listing; or (v) if the Provost indicates preliminary disagreement with the DPC's and the Dean's recommendations, which recommendations are in agreement, prior to making his/her recommendation to the President.

5.16

(a) All recommendations covered by this Article will set forth the reasons for the conclusions being reached in the recommendation and will comment on the previous recommendations, if any. Such recommendations will be dated and signed by the appropriate University official or chairperson of the appropriate committee, and will include the names of the committee members.

(b) Each faculty body (including the UAB) and administrator shall forward copies of their/his/her recommendation or decision to every other faculty body or administrator who has or will consider the case. Such copies shall be forwarded within five (5) days after the recommendation or decision is issued. The affected faculty member shall be entitled to submit written comments regarding any recommendation or decision to the next step in the process.

(c) If the DPC, Ad Hoc Tenure Committee, Chairperson, or FPB fail to issue a recommendation within two weeks of the target date or within two weeks of receiving all necessary material including prior recommendations, whichever is later, he, she, or they will notify the affected individual and the Dean of the reasons for the delay and an expected date for the issuance of such recommendation. However, the failure to issue a recommendation or notification within the time limits specified above shall not be subject to the grievance and arbitration provisions contained in this Agreement.

5.17 The University will notify the appropriate faculty personnel committee of the need to commence the applicable procedure under this Article in each case. If the University has not received the written rec-

ommendations of the appropriate faculty personnel committee hereunder within two weeks of written notice to the defaulting faculty personnel committee from the Chairperson, Dean or Provost requesting such recommendations, the Chairperson, Dean or Provost can submit his/her recommendation on such matters without receiving such recommendations.

If the Dean or Provost fails to issue a recommendation within two weeks of the target date or within two weeks of the receipt of all appropriate prior recommendations, whichever is later, he/she shall notify the affected individual and the DPC of the reasons for the delay and an expected date for the issuance of such recommendation.

5.18 At the time that a faculty member becomes a tenure designate or tenured member of the faculty, he/she will be promoted to the rank of Associate Professor if he/she has been an Assistant Professor for six years or more.

5.19 The AAUP, within ten (10) days after the date of the decision, will receive copies of the recommendations, to which this Article 5 applies, of the DPC, Ad Hoc Tenure Committee, Department Chairperson, FPB, Dean, UAB, Provost, and of the final decision of the President and Board of Trustees as applicable.

5.20

(a) The Provost, in making his/her recommendation to the President on all personnel decisions covered by this Article, will give great weight to the recommendation of the UAB, especially on judgments of merit.

(b) If the President disagrees with the recommendations of the UAB in any personnel decisions covered by this Article or in Section 9.6 of this Agreement, he/she will provide the UAB, AAUP, and all other appropriate parties with good and sufficient reasons for his/her disagreement, in writing.

(c) If the President disagrees with the recommendations of the UAB in any other case, he/she will provide the UAB, AAUP, and all other appropriate parties with a detailed written explanation of his/her reasons.

5.21

(a) It is understood that any litigation commenced by AAUP under Section 5.20 wherein it is contended that

the reasons given by the President are not "good and sufficient" will not be commenced until after the Board of Trustees has acted (where appropriate) or has failed to act within a reasonable time on such case.

(b) It is further understood that the Board of Trustees' right to make a final decision for the University in a matter under Section 5.20 will not be asserted as a defense to any action brought by AAUP contending that the President's reasons were not "good and sufficient".

ARTICLE 6: WORKING CONDITIONS

6.1 The normal work year for all full-time faculty, excluding those in New College, District 65/District Council 37, and the Library will be from the date two days prior to registration in the Fall semester through the day of graduation after the Spring semester exclusive of the interim session and holidays. The work year for New College, the Library, and District 65/District Council 37, will be as set forth in the separate appendices hereto.

6.2 Subject to the provisions of this Section, the teaching load (for an academic year) shall be twenty-four (24) semester hours during a twelve-month period commencing two days prior to registration for the Fall semester, normally divided into two (2) semesters, Fall and Spring, consisting of twelve (12) semester hours each, for all faculty, excluding New College, Library, and District 65/ District Counsel 37. (See Appendices A, B, C.)

Any modification to this distribution must receive prior approval of the Provost. In any case, no more than fifteen (15) semester hours nor less than nine (9) semester hours of base teaching load may be carried during the Fall and Spring semesters. January session teaching shall not apply to base load. No more than three (3) semester hours of teaching in the summer sessions can be applied to base load. However, the minimum full-time teaching load shall be six (6) semester hours of regular classroom teaching in both the Fall and Spring semesters (excluding released time and on-load equivalent of independent study courses, as defined by Article 6.6).

Faculty assignments will include the teaching of courses on campus and off-campus. Off-campus assignments are normally made with the consent of the faculty member involved.

6.3 A semester hour of teaching load will be defined as a semester credit hour for all faculty except for those teaching Physical Education activity courses, which will be determined in accordance with past practice.

6.4 Subject to Sections 6.5 and 6.6, base loads may be fulfilled by the following, in addition to standard course assignments: supervision of master's theses, doctoral dissertations, student teaching, readings and tutorial courses, University Without Walls courses, Special Projects, and such other assignments of this type as may be considered appropriate.

6.5 Faculty members without full teaching loads may owe up to three (3) semester hours per semester for up to one (1) year. This six (6) hour loan may be repaid during summer, intersession, or during the following year, provided it is agreed to by the faculty member involved, the Department Chairperson, and the Dean. Otherwise the faculty member will be placed in a pool for other assignments within the University. Work assignments will be based on a formula of 1 credit hour for 3 hours of work per week for a full semester. An attempt will be made to provide faculty in the pool with appropriate assignments which meet the needs of the University and which can be justified on financial grounds. In any event, faculty in the pool must repay the loan within twelve months of the end of the semester in which the loan was taken, provided course assignments are available.

6.6 Compensation for individual study courses, which includes tutorials, honors projects, student teaching supervision, internship supervision, master's thesis supervision and doctoral dissertation supervision are described below. Compensation for the faculty who otherwise have full teaching load will be at the per capita payment rates listed, although faculty regularly involved in doctoral dissertation and doctoral internship supervision are normally required to teach three hours per semester of these activities as part of base load. Such faculty will be given priority for regular courses on overload. The

method of compensation, whether on-load or as per capita payment, is subject to the approval of the Department Head and the Dean prior to the start of each semester.

Per Capita Payment Schedule:

a. Required graduate tutorial: $118 per student semester hour.

b. Required undergraduate tutorial: $95 per student semester hour.

c. Elective graduate tutorial: $118 per student semester hour for the first three student semester hours in a given course and $36 per student semester hour for each additional student semester hour above three in the same course.

d. Elective undergraduate tutorial: $95 per student semester hour for the first three student semester hours in a given course and $36 per student semester hour for each additional student semester hour above three in the same course.

e. Honors supervision: $118 per student semester hour for supervision of a student registered in a credit-bearing honors course.

f. Student teaching supervision: $95 per student semester hour, plus travel reimbursement in accordance with FPS 24.

g. Master's thesis supervision: $118 per student semester hour.

h. Master's internship supervision: $105 per student semester hour, plus travel reimbursement in accordance with FPS 24.

i. CAS, PD and Doctoral internship supervision: $142 per student semester hour. A faculty member will be limited to no more than twelve intern students per semester.

j. Doctoral dissertation supervision: $354 per registration in each 600 level course with a minimum of $1416 per dissertation other than

those which are taught on-load as regular classes. Payment will be made each semester that the student registers for dissertation advisement. A faculty member will be limited to supervision of no more than six doctoral dissertations per semester. Each member of the dissertation committee other than the supervisor, up to a maximum of two (2) committee members, will receive a stipend of $100 each upon completion of the dissertation. Outside readers, up to a maximum of two (2), will receive a stipend of $50 upon completion of the dissertation.

k. There will be no compensation, either per capita payment or on-load, for dissertation supervision beyond six (6) semesters.

l. Adjustments in per capita stipend compensation for 1989-90 and 1990-91 will be at the same percentage as the increases for such years in full-time faculty compensation as provided in Article 8 herein.

On-Load Equivalencies (subject to provisions in Article 6.2).

Student teaching	one teaching hour/12 student semester hours
Interns - Master's	one teaching hour/4 advisees
Interns - CAS, PD, Doctoral	one teaching hour/2 advisees
Master's thesis	one teaching hour/3 advisees
Doctoral dissertation	3 teaching hours/4 advisees

No more than six teaching hours per semester of a full-time faculty member's base load may be satisfied through On-Load equivalents of individual study courses.

6.7 Overload payments shall be made when the number of semester hours taught exceeds twelve (12) in a semester, except where the faculty member owes semester hours of teaching. Overload can occur only in a department in which all available and qualified full-time faculty throughout the University teach

full loads. Full-time faculty members may not teach more than four (4) credits on an overload basis each semester. Intersession and summer sessions will normally be paid as overload except as specified in Section 6.5 and Section 8.8 of this Agreement. Overload payments must be made when the faculty member had more than twenty-four hours of base-load assignments during a given academic year. A faculty member may not carry hours forward from one academic year to the next.

6.8 The parties agree that faculty members should spend sufficient time on campus to carry out all their professional responsibilities effectively.

6.9 The parties agree that as part of their duties full-time faculty members are expected to:

(a) Engage in advisement of students and to attend department meetings and meetings of the school and college as well as University faculty meetings.

(b) Participate in various student-related activities, including, but not limited to: registration (assigned by department heads on a rotating basis), commencements involving their specific unit, and University-wide convocations.

6.10 The parties agree that as part of their duties faculty members must:

(a) Administer final examinations during the final examination period, and must follow the published time schedule. All exceptions to this rule for giving final examinations must be approved in writing by the department head.

(b) Submit grades within either seventy-two (72) hours or three University working days of the time the final examination is given.

6.11 Average class size will not be increased significantly, except in those courses with average class size below the University norm for courses of the type offered. The norms (to be established by consulting with department members and deans) will be based on the type of course (e.g., lecture, discussion, laboratory, etc.) and the level of the course. Teaching schedules and course assignments will be made reasonably and fairly.

6.12 The number of faculty lines (full-time equivalents) in each department will be determined by the appropriate dean in consultation with the chairperson and the DPC, subject to the approval of the Provost. The number of full-time equivalent lines will be based on projected enrollment in student semester hours, specific curriculum requirements of each department, and the number of sections required. Unresolved disagreements will be submitted to the University Appeal Board (UAB) for its recommendation to the Provost in accordance with Section 5.15.

6.13 The University will defend any faculty member who is made a defendant in any action or proceeding before any court or government agency involving the performance of his/her duties as such faculty member including, but not limited to, teaching duties, acting as a committee member or faculty officer, from and against any losses or liability arising out of such action, unless such faculty member shall be found to have been guilty of intentional misconduct, gross negligence, or to have acted in bad faith or outside the scope of his/her duties as a faculty member.

6.14 During the term covered by this Agreement, the University will continue the Center for Scholarly Research and Academic Excellence which is designed to enhance and promote scholarly activity and teaching excellence. The Center will enable qualified full-time faculty to allocate part of their base load to research and scholarly pursuits including activities that enhance teaching excellence. These faculty will receive a reduction in their base load teaching obligation.

This released time each year will be awarded to faculty on the basis of an established standard of research productivity and teaching excellence appropriate to each department or discipline.

(a) Among the academic activities to be funded are the following:

1. preparation of grant proposals for outside funding of scholarly activities;

2. work on program development;

3. unfunded scholarly research which shows promise of leading to a publication; and

4. any other project which shows promise of improving the academic activities or productivity of the faculty.

(b) Grants may be awarded during the fall, spring or summer session, depending upon the needs of the faculty member and the University.

(1) During the 1989/90 academic year 50% of the available hours in the Center will be provided to faculty with demonstrated research records so as to provide them with nine hour teaching loads per semester. These grants will continue in 1990/91 and 1991/92.

(2) During the 1990/91 academic year, 50% of the hours that are available after subtracting the hours assigned through subparagraph (1) above, will be provided to faculty with demonstrated research records so as to provide them with nine hour teaching loads per semester. The grants will continue in 1991/92.

(3) During the 1991/92 academic year, 50% of the hours that are available after subtracting the hours assigned through subparagraphs (1) and (2) above, will be provided to faculty with demonstrated research records so as to provide them with nine hour teaching loads per semester.

(4) During the 1989/90, 1990/91 and 1991/92 academic years, up to 60 hours will be set aside for incoming faculty.

(5) The balance of the hours available after subtracting the hours assigned through sub-paragraphs (1) through (4) above in 1989/90, 1990/91 and 1991/92 will be awarded by the Provost to faculty who submit applications.

(6) Faculty will be selected for grants awarded pursuant to sub-paragraphs (1), (2), (3) and (5) by the Provost based on the recommendation of the Deans and a select committee from each of the schools, colleges and divisions. The select committee from each of the schools, colleges

and divisions will establish the applicable criteria. The committee members will be elected by the faculty in each school, college and division. The AAUP may appoint an ex-officio member of each committee. The Chairpersons in each school, college and division will elect a chairperson to serve on each committee. The procedures for electing the committee members will be established by the Executive Committee of each school and college.

(c) The Center will provide 600 semester hours of released time during the 1989/90 academic year, 840 semester hours of released time during the 1990/91 academic year and 1080 hours of released time during the 1991/92 academic year.

(d) Faculty members who receive grants under this Section 6.14 shall submit a report of their projects within three months after the conclusion of the grant. These reports shall be reviewed by the select committees, and the Provost. Each year, after the review of those reports, the select committees shall submit a report to the faculty in their unit. A copy of such report will be submitted to the Provost.

(e) Each year the Provost shall inform the faculty in writing regarding the number and nature of the grants issued under this provision and his/her assessment of their effectiveness.

(f) A faculty member who receives a grant hereunder normally will not carry overload during the semester in which the grant is provided.

(g) The Provost will sponsor seminars, workshops and conferences for Center members designed to promote their scholarly and research interest as well as to enhance teaching excellence. These activities will create an enriched academic environment.

(h) In addition to the foregoing, the University may encourage increased productivity among faculty by assigning additional base load credit for teaching classes of a size significantly in excess of the norm.

6.15 During the second two years of this Agreement and the next ensuing year thereafter, the University

will grant not less than sixty (60) scholarly leaves. During this period, the University will attempt to grant twenty (20) scholarly leaves per year. Any faculty member whose leave is deferred will be assured of an opportunity to take such leave in the ensuing year. Chairpersons who apply for a leave to be taken in a year subsequent to their resignation as Chairperson or subsequent to the completion of their term as Chairperson will follow the same application procedure as faculty members, and leave, if granted, will count against the scholarly leaves described in this article; the converse shall apply to faculty members who become administrators.

6.16 The Administration recognizes its commitment to use its best efforts to provide financial support for appropriate faculty research projects and travel expenses in connection therewith, provided it does not interfere with other duties. The amount of such financial support will be determined and allocated by the Administration after consultation with the appropriate committees.

ARTICLE 7: FRINGE BENEFITS

7.1 Except as modified by this Agreement, the current provisions specified in the FS and FPS for TIAA/CREF, medical benefits, life insurance, tuition remission and faculty children scholarships, and other benefits of a similar nature will be continued.

7.2 The University's Major Medical Plan will provide for an annual deductible of $150 per person or $300 per family. The co-insurance clause will provide 100% coverage of non-covered expenses in excess of $6,000. The University's Major Medical Plan will provide lifetime maximum benefits of $1,000,000. The University's Major Medical Plan will apply to all full-time members of the bargaining unit and covered dependents provided, however, that (i) all full-time members of the bargaining unit, employed as of May 1, 1974, and covered dependents covered by the H.S.I. plan prior to September 1, 1979 will continue to receive H.S.I. benefits for outpatient visits for pre-existing (prior to September 1, 1979) mental or nervous disorders (maximum annual $1,000) and (ii) all full-time members of the bargaining unit and covered dependents who have commenced treatment for mental or nervous disorders prior to September 1, 1979 and were entitled to receive H.S.I. benefits will continue to be entitled to

receive the H.S.I. benefits (outpatient and/or in-hospital) for continuation of coverage for those conditions (mental or nervous disorders) that existed prior to September 1, 1979.

7.3 The University's Major Medical Plan will provide benefits for both inpatient and outpatient treatment for nervous and mental disorders including alcoholism and drug addiction. Reimbursement for office visits will be at the rate of 80% of the fees up to a maximum of $50.00 per visit to an annual maximum of $1,250.

7.4 Effective January 1, 1989 the University will establish a flexible spending account (Flexplan) for each full-time faculty member who elects to participate. The University will assume all costs of administering the program.

7.5 The University will provide each full-time faculty member of the bargaining unit with disability insurance which provides a benefit, including coordination with Social Security and Workers' Compensation benefits, of 60% of salary up to a maximum benefit of $6,000 per month.

7.6 The University will contribute $35 per month toward basic Blue Cross/Major Medical family coverage or other basic family coverage in effect for full-time faculty members of the bargaining unit as follows: $27 will be applied to Blue Cross family coverage and $8 will be applied to Major Medical family coverage.

All employee contributions for Blue Shield family coverage premiums in effect as of August 31, 1988 will become contributions towards Major Medical premiums. Except as provided herein, the University will pay the remainder of the contributions for Major Medical premiums.

However, effective January 1, 1989 all increases in premiums for Blue Cross/Major Medical family coverage will be shared equally between the University and the participating faculty member.

7.7 A regular full-time faculty member of the bargaining unit who cannot fulfill his/her normal duties because of illness, accident or pregnancy shall be eligible for sick leave as provided in FPS #20.

7.8 On the request of a full-time faculty member of the bargaining unit with more than three (3) years of full-time service at the University, a leave of absence without pay shall be granted for up to one (1) year for the care of a newborn infant or adoption of a minor child. This leave shall not count towards tenure, nor shall such leaves be consecutive. During such leave, the faculty member may continue his or her fringe benefits at no cost to the University by reimbursing the University for the cost of such benefits. It is agreed that should the leave of absence be utilized by the faculty member for other equivalent employment, such leave may, upon reasonable notice, be terminated by the University and the faculty member will be required to resume his or her normal functions at the University or such other functions as the University may deem appropriate if it is impracticable for the faculty member to resume his or her normal functions. Upon request, a full-time faculty member of the bargaining unit with more than three (3) years of continuous full-time faculty service at the University, may be granted a partial general leave with prorated salary and benefits pursuant to FPS #21 for the care of a newborn infant or adoption of a minor child.

7.9 Effective September 1, 1989, the University will contribute two hundred ($200) dollars per year towards a contributory dental plan for each full-time faculty member of the bargaining unit who participates in the voluntary dental plan.

7.10 The AAUP Fringe Benefits Committee and the University will continually seek improvements of medical and hospitalization benefits provided that such improvements will not increase the present total cost to the University for members of the bargaining unit.

7.11 All full-time faculty members of the bargaining unit are eligible to join TIAA/CREF after one year of service and reaching the age of 26. Subject to prevailing regulations, if an individual faculty member has participated in a TIAA/CREF Annuity Plan at another institution such faculty member may participate immediately upon the effective date of employment. However, in order to participate in TIAA/CREF an individual faculty member is required to contribute 2½% of annual base salary up to the Social Security maximum and 7½% of the excess.

7.12 The University will contribute to TIAA/CREF on behalf of those faculty members who are eligible to participate in TIAA/CREF as defined in Section 7.11 above, and who elect to join and contribute to TIAA/CREF, the following sums: (1) for full-time non-tenured faculty members of the bargaining unit 5% of the first $16,500 of base salary and 10% of the base salary in excess of $16,500; and (2) for full-time tenured faculty of the bargaining unit 7.5% of the first $16,500 of base salary and 12.5% of the base salary in excess of $16,500. The University's contribution rate to TIAA/CREF will not be affected by increases in Social Security contribution rates.

7.13 After 15 years of consecutive participation in the Hofstra TIAA/CREF retirement program, Hofstra will contribute an additional sum equal to 2.5% of base salary. After 20 years of consecutive participation in the Hofstra TIAA/CREF retirement program, the additional contribution rate will be increased to 5% of base salary. No faculty member will receive less in Hofstra contributions under this provision than such faculty member received under the immediately prior collective bargaining agreement.

7.14 The University will offer alternatives to TIAA/CREF for retirement fund purposes. Faculty members have the opportunity to select whether the University's full contribution will be invested in the TIAA/CREF fund or in an alternative program. There shall be no splitting of the contribution among programs. The procedures applicable to such programs shall be specified in the Memorandum of Agreement attached to this Agreement.

7.15 An adjunct faculty member (as defined in Section 2.2) on the qualified list may be granted unpaid general leave up to one (1) year, provided he/she has been offered course(s) for the first semester incorporated by the leave of absence. The period of leave shall not count as a period of service, but upon resumption of teaching the adjunct faculty member shall be credited with all service accrued prior to the leave of absence. Approval of a leave of absence shall follow the same procedures as provided for approval of general leave applications for full-time faculty.

7.16 An adjunct faculty member (as defined in Section 2.2) may participate in the University health insurance and life insurance plans, provided that

he/she pays all of the necessary premiums and satisfies all requirements of the insurance carriers and only to the extent permitted by the University's insurance carriers. These benefits will be available only if there is no additional cost to the University from the insurance carriers or insurance administrators. However, effective January 1, 1989, any adjunct faculty member who has taught 20 semesters or more (excluding Intersession and Summer Session) and who taught 6 hours or more in each of the prior Fall and Spring semesters and is currently teaching six hours or more will be included in the Blue Cross Family insurance program on the same basis as full-time faculty members.

7.17

(a) A full-time faculty member of the bargaining unit may enroll in undergraduate or graduate courses at the University for two (2) courses per semester not to exceed eight (8) credits per regular semester and one (1) course each summer session not to exceed four (4) credits with full tuition remission. One (1) course during the January session may be substituted for one (1) summer session. After one year of continuous employment, spouses of full-time faculty members may be entitled to receive the same tuition remission benefits as full-time faculty members. This benefit does not include enrollment in full-time doctoral programs, courses in the Law School, or tutorial or independent study courses for which faculty are compensated on a per capita basis.

(b) After four years of continuous employment by a full-time faculty member of the bargaining unit, dependent children of such full-time faculty member are entitled to full tuition remission provided such dependent child is enrolled as a full-time undergraduate student in support of a baccalaureate degree. Dependent children of full-time faculty members employed for one year but less than two years are entitled to 25% tuition remission; dependent children of full-time faculty members employed for two years but less than three years are entitled to 50% tuition remission; dependent children of full-time faculty members employed for three years but less than four years are entitled to 75% tuition remission.

(c) Should a full-time faculty member of the bargaining unit die, retire or become disabled while still in the employ of the University, remission of tuition

will be granted to dependent children and/or spouse who are eligible to enroll in programs to the extent that such faculty member's children and/or spouse were entitled to such benefits at the time of the faculty member's death, retirement or disability.

(d) After completing four (4) regular semesters of service, one (1) course per semester of free tuition will be available to a currently employed adjunct faculty member or his/her spouse or child. After completing ten (10) regular semesters of service, this benefit will be increased to two (2) courses per semester. This benefit does not include courses in doctoral programs, courses in the Law School, tutorial or independent study courses for which the faculty are compensated on a per capita basis, or graduate courses in the case of children. In order to receive such benefit, such adjunct faculty member must meet the requirement for eligibility under the collective bargaining agreement contained in Section 2.2 herein.

(e) Effective September 1, 1989 scholarships provided to dependent children of full-time faculty members of the bargaining unit attending other institutions will be increased to $1,000 per year. Such scholarships will be payable under the same conditions and requirements as existed prior to September 1, 1988 for scholarships provided to dependent children.

7.18 The University will participate in the Tuition Exchange Program providing for full tuition scholarships at participating institutions for four (4) children of full-time members of the bargaining unit. This program will be suspended when the net negative (net debit units) semester units reach a maximum of twenty-four (24) student semester units and will be reinstated when the net debit units are less than twenty-four (24). Further, it is agreed that should the net credit units in this program reach twenty-four (24) student semester units, the University will provide for full tuition scholarship at participating institutions in the Tuition Exchange Program for one additional child of a full-time member of the bargaining unit.

7.19 Normal retirement will begin at the end of the fiscal year (September 1-August 31) in which the individual reaches the age of 65. Mandatory retirement

for tenured faculty members shall begin at the end of the fiscal year (September 1-August 31) in which the individual reaches the age of 70.

7.20 After twenty (20) years of continuous full-time faculty service at Hofstra and reaching age sixty (60), a person may choose a reduction in teaching load up to mandatory retirement age, except where the Provost reasonably determines that the needs of the department or college dictate otherwise, which determination and reasons therefor shall be provided in writing. This involves teaching fewer than twelve (12) hours per semester at a prorated salary. Such faculty member will receive full fringe benefits, including TIAA/CREF (based on prorated salary).

7.21 Early retirement benefits are available to full-time faculty with ten years of full-time continuous service as a faculty member at Hofstra and who have reached age 50, provided the sum of their age and years of full-time continuous faculty service at Hofstra is equal to or greater than seventy (70). Election for such benefits must be made in writing by the faculty member at least six (6) months prior to the start of the semester in which the faculty member will first be on retirement, except for cases in which there has been a significant change in the faculty member's, or his/her immediate family's, health causing the election for early retirement benefits.

7.22 The University will provide each full-time faculty member of the bargaining unit with $50,000 of life insurance and $100,000 of accidental death and dismemberment insurance. In addition, effective January 1, 1989, the University will establish a supplemental group life insurance program. The full cost of insurance premiums will be paid by participants. The supplemental program will be provided as long as at least 50% of the full-time faculty participate.

7.23 The group life insurance schedule for an early retiree, who is eligible for early retirement benefits by virtue of meeting the requirements of Section 7.21, will remain the same as before retirement to age 65 and be reduced to $5,000 of coverage at age 65 and further reduced to $2,500 at age 70, with the University paying the full premium.

7.24 Should a full-time faculty member of the bargaining unit, who is eligible for early retirement benefits

by virtue of meeting the requirements of Section 7.21, die or become totally disabled while still in the employ of the University, the faculty member's covered dependents will continue to be enrolled in the University's Hospital-Medical and Major Medical plans on the same basis as if the faculty member had elected early retirement.

7.25 A full-time faculty member of the bargaining unit who elects early retirement and who is eligible for early retirement benefits by virtue of meeting the requirements of Section 7.21, will remain in the Hospital-Medical and Major Medical plans on the same basis as before retirement until he/she attains age 65, at which time the Hospital-Medical plan becomes supplemental to Medicare.

7.26

(a) Voluntary Early Retirement will be available to all full-time faculty members between the ages of 50 to 64 inclusive who, at the time of commencement of payments hereunder, will have met the requirements of Section 7.21. Amounts provided under this plan will be as follows:

Retirement Age	10 through 19 years of full-time continuous faculty service at Hofstra	20 or more years of full-time continuous faculty service at Hofstra
50-59	0%	150%
60	100%	150%
61	90%	135%
62	80%	115%
63	65%	95%
64	50%	75%

All amounts are a percentage of the faculty member's last academic year's base salary. Such amounts will be paid either (a) in equal monthly installments, commencing at the beginning of the academic year in which such early retirement commences and continuing until the end of the academic year in which the faculty member reaches age 65 or five years, whichever is sooner, or (b) in a lump sum, subject to the discounts set forth below.

(b) Discounted lump sum payments shall be as follows:

Age	Discounted lump sum payment
50 to 60	80%
61	84%
62	88%
63	92%
64	96%

The percentage for lump sum payments shall be a percentage of the amount indicated in the table contained in Section 7.26(a).

(c) A faculty member may elect to have part or all of the installment (or lump sum) payment deposited into his/her TIAA/CREF account.

(d) In the event of death of a faculty member, who elects early retirement pursuant to this Article 7, prior to completion of the applicable payment schedule, the remaining unpaid amounts will be paid in a lump sum without discount to the estate of the faculty member. There will be no Social Security deductions or University contributions to TIAA/CREF applicable to these payments.

ARTICLE 8: COMPENSATION

8.1 Effective September 1, 1988, all continuing full-time members of the bargaining unit will receive a wage increase in their base salary of eight percent (8%) or $2,800, whichever is greater. Effective September 1, 1989, all continuing full-time members of the bargaining unit will receive a wage increase in their base salary of seven percent (7%) or $2,500, whichever is greater. Effective September 1, 1990, all continuing full-time members of the bargaining unit will receive a wage increase in their base salary of six percent (6%).

8.2 Effective September 1, 1988, all continuing adjunct faculty members of the bargaining unit will receive a wage increase of eight percent (8%) or $50 per semester hour, whichever is greater, but in no event more than $75 per semester hour. Effective September 1, 1989, all continuing adjunct faculty members of the bargaining unit will receive a wage increase of seven percent (7%) or $50 per semester hour, whichever is greater, but in no event more than $75 per semester hour. Effective September 1, 1990, all continuing adjunct faculty members of the bargaining

unit will receive a wage increase of $50 per semester hour. For the purpose of this Section 8.2, continuing adjunct faculty will mean adjunct faculty who are members of the bargaining unit under Section 2.2 of this Collective Bargaining Agreement, and who have taught at least one course during the immediately preceding academic year in which the increase applies, unless such adjunct did not teach in the preceding academic year because such adjunct was (a) on leave during that year as provided in Section 7.15 of this Agreement or (b) was not offered the opportunity to teach during that year.

8.3 All regular adjunct faculty members as defined under Section 2.2 of this Collective Bargaining Agreement will receive a longevity wage increase of five percent (5%) in the semester following his/her tenth semester of employment by the University. All regular adjunct faculty members as defined under Section 2.2 of this Collective Bargaining Agreement shall receive an additional longevity wage increase of five percent (5%) following his/her twentieth semester of employment by the University.

8.4 Effective September 1, 1989, full-time faculty members who are promoted to the rank of Associate Professor or Professor will receive a promotional increase of $1,000 for each promotion. Such promotional increases awarded under this Section 8.4 will be applied after the salary increases are awarded to such faculty members under Section 8.1.

8.5 Effec[illegible]e September 1, 1989, all regular adjunct facul[illegible]embers as defined in Section 2.2 of this Colle[illegible]e Bargaining Agreement will receive a promotio[illegible] increase of five percent (5%) upon promotion t[illegible] Assistant Professor, Associate Professor or Professor. Such promotional increase under this Section 8.5 will be applied after the salary increases are awarded to such adjunct faculty members under Section 8.2.

8.6 Effective September 1, 1988, the minimum base rates of pay for full-time and adjunct faculty members of the bargaining unit will be as follows:

A - Full-Time:

Instructor	$20,000
Assistant Professor	23,000
Associate Professor	27,000
Professor	31,000

B - Adjunct:

Adjunct Instructor	$430 per s.h.
Adjunct Asst. Professor	470 per s.h.
Adjunct Assoc. Professor	510 per s.h.
Adjunct Professor	550 per s.h.

8.7 The overload rates for full-time faculty members of the bargaining unit will be:

	1988-89	1989-90	1990-91
Instructor	$557 per s.h.	$596 per s.h.	$632 per s.h.
Asst. Professor	603 per s.h.	645 per s.h.	684 per s.h.
Assoc. Professor	647 per s.h.	692 per s.h.	734 per s.h.
Professor	693 per s.h.	742 per s.h.	786 per s.h.

8.8 Effective with the 1989/90 academic year, full-time faculty who teach six semester hours during the summer sessions will receive one-ninth of their annual base salary. However, the minimum compensation for teaching six semester hours will be $3,600 for Intructors, $3,800 for Assistant Professors, $4,000 for Associate Professors and $4,200 for Professors and the maximum compensation will be $5,500 for all ranks. Compensation will be prorated for teaching less than or more than six semester hours.

ARTICLE 9: REDUCTION OF FACULTY AS A CONSEQUENCE OF CURRICULAR CURTAILMENT OR FINANCIAL EXIGENCY

9.1 This Article specifies the means by which the University may effect a reduction in the number of full-time faculty for reasons of declining enrollment, curricular curtailment, course elimination, or financial factors within the affected academic unit, including the failure to reappoint probationary faculty for any of the above stated reasons; or for financial exigency of the University.

9.2 When there is a demonstrable need to terminate faculty, as specified above, the Administration, in

consultation with the departments involved, will pursue alternatives that will allow such faculty to remain employed at the University. Specific measures taken may include, but will not be limited to, each of the following:

(a) Provide an opportunity for full-time and adjunct faculty to apply for vacant teaching positions for which they are qualified, in other areas of the University.

(b) Provide an opportunity for full-time faculty to complete full-time teaching loads in another area of the University in which they are qualified.

(c) Provide an opportunity for full-time faculty without full-time teaching loads to apply for part-time, non-teaching or administrative duties where vacancies exist in order to complete full-time work loads, provided that they are qualified for such positions.

(d) Other options which may be considered are:

1. Joint teaching assignments at other institutions while retaining tenure, seniority and fringe benefits.

2. Faculty with inadequate qualifications to teach in another area may be retrained up to a maximum of one semester during the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with no charge for courses taken at Hofstra and with fringe benefits continued.

3. Transfer to vacant non-teaching positions for which he/she is qualified.

4. Offer of reduced load on a prorated basis without loss of tenure and such fringe benefits as are permitted under existing contracts with insurance carriers.

5. Early retirement. (See Sections 7.21-7.26.)

9.3 All of the options referred to above must be agreed to by both the Administration and the faculty member involved.

9.4 Reduction of faculty in a given department shall be accomplished on the following bases (references to service indicate service at Hofstra only):

(a) Eliminate faculty overload within the department where there are faculty without full work loads who are qualified to teach such overload courses.

(b) Eliminate teaching duties by administrators in the affected department unless it can be demonstrated that the administrator's teaching does not contribute to the termination of the full-time or adjunct members of the affected department nor reduce the normal load of an adjunct member in the affected department.

(c) Terminate teaching assistants and teaching interns who have full responsibility for courses within the affected department.

(d) Reduce the number of adjunct members teaching in the department or program such that the percentage of courses taught by adjuncts in the department or program is equal to the average percentage of courses taught by adjuncts in the department or program during the last three academic years.

(e) Reduction will next take place among non-tenured, full-time faculty according to seniority within such group in the affected department or program, provided the senior faculty member is qualified to teach the courses in question.

(f) Reduction will next take place among the remaining adjunct faculty in the department or program on the basis of seniority.

(g) Reduction will next take place among tenured, full-time faculty members according to seniority in the department or program affected, provided that the senior member is qualified to teach the courses in question.

9.5 In no case may a tenured full-time faculty member be released hereunder, if there are twelve (12) semes-

ter hours of unassigned courses for each of both semesters that he/she is qualified to teach in any department.

9.6 The initial recommendations hereunder regarding the qualifications of the individual will be made independently by both the chairperson and the DPC and will be treated as non-reappointment for the purpose of review under the Article 5 procedure.

9.7 Any proposal by the Administration to reduce the size of the faculty as set forth above will be submitted in writing to the AAUP and to the department directly affected as soon as possible after the proposal is formulated, but not later than one month prior to the issuance of any notices of termination under Section 9.9 (excluding members with two (2) years or less of service at Hofstra). The proposal will contain: the number of proposed reductions identified by program, department, or college; the timetable; and a brief statement of justification and ramifications.

9.8 Within two weeks of receipt of such a proposal, the AAUP will make recommendations to the President. The President and, where appropriate, the Board of Trustees, will give great weight to the recommendations of the AAUP. If there is disagreement between the AAUP and the President, the President will submit a detailed statement of reasons in writing to the AAUP within two (2) weeks of the AAUP's response. If there is still disagreement, the proposal will be submitted to the UAB, which will make its recommendation in accordance with Section 5.16.

9.9 Full-time faculty members with more than two (2) years of consecutive service at Hofstra University will be given notice of termination not later than October 31 and the termination will be effective at the end of the academic year in which the notice is given.

(a) Faculty members who receive notice of termination and who do not have a full teaching load during the notice period will be required to be on campus on a full-time basis and available for assignment as needed. Where full-time administrative positions are vacant, efforts will be made to fill these positions with qualified faculty in the pool.

(b) Tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to five (5) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(c) Non-tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to three (3) years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(d) Notwithstanding anything to the contrary contained herein, in the event that changing teaching requirements of the departments call for additional sections, qualified terminated faculty will be offered teaching assignments in order of seniority. Should the full-time faculty who were terminated in the department or program decline the assignment, it may be offered first to a qualified adjunct faculty member, next to a qualified administrator, and finally to a qualified full-time faculty member as overload.

9.10 Non-tenured full-time faculty members without teaching assignments in the hold-for-assignment pool who have received notice of termination and who elect to resign within thirty (30) days of receipt of such notice will be given severance pay of one month's salary for each year of full-time service at Hofstra with a minimum of three and a maximum of six months' severance pay.

9.11 After the effective date of termination of a tenured faculty member under this Article, he/she will receive one-half month's salary for each year of non-tenured service at Hofstra and one month's salary for each year of tenured service at Hofstra, with a maximum of twelve (12) months' severance pay. Those faculty members with over 20 years of service at Hofstra will receive eighteen (18) months' salary as severance pay. This provision will be in lieu of the early retirement allowance provided under Article 7 of this Collective Bargaining Agreement.

9.12 Payments under Sections 9.10 and 9.11 may be made on a monthly basis, the number of months to be agreed to by the faculty member and the Administration.

9.13 Recalled tenured faculty members will have tenure and rank continued but will not have the period of layoff counted in total years of service for purposes of seniority. Recalled non-tenured faculty will have rank continued but will not have the period of layoff counted in total years of service for purposes of satisfying the probationary period for tenure or for purposes of seniority.

9.14 A terminated faculty member who is offered recall must respond to the offer in writing within twenty (20) days, or else lose any recall rights. If the semester starts within sixty (60) days of such notice, the faculty member who has responded within the required twenty (20) days will have the option to return for the semester after the one scheduled to begin within sixty (60) days of such notice, provided courses are still available, and the University will have the right to hire adjunct faculty until his/her return.

9.15 Any faculty member who is recalled under this Article will have all rights restored as provided by the FS and FPS.

9.16 Financial exigency will be declared when it appears that there will be an inability of the University to meet its financial commitments in any fiscal year. The reduction of faculty, as a consequence of bona fide financial exigency, will be accomplished as soon as possible after the official declaration in accordance with procedures set forth in this article.

9.17 Prior to the reduction of faculty because of bona fide financial exigency, the Administration will consult with the appropriate academic constituencies, including the AAUP, and take steps to attempt to curtail costs in other areas, such as the indirect costs of sustaining non-academic and academic programs. Also, consideration will be given to the reduction in the number of administrative and support lines and the filling of academic and administrative vacancies with qualified members of the Hofstra faculty. Attempts will continue to be made to increase revenue by all feasible means.

9.18 In the event of any application of this Article 9, the parties shall work together to provide affected faculty with access to outplacement counseling.

ARTICLE 10: NO STRIKE, WORK STOPPAGE OR LOCKOUT

10.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, its officers, agents, affiliates, and faculty covered by this Agreement agree that during the term of this Agreement they will not instigate, engage in, encourage, or condone any strike, work stoppage, or other acts that interfere with the University's operations.

10.2 The University agrees that during the term of this Agreement it will not lock out any or all of the faculty members covered by this Agreement.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

11.1

(a) Purpose - The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

(b) Definition - A grievance is an allegation by either the AAUP or the University that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. However, the grievance and arbitration procedures provided for herein will not include complaints relating to the appointment, reappointment, promotion, tenure, annual evaluation or matters dealt with by the UAB, except that it may include any complaints alleging in a promotion or tenure matter, that the Board of Trustees or the President: (i) have acted in an arbitrary or capricious manner; (ii) have failed to apply the written criteria of the University; or (iii) have violated the procedural due process under this Collective Bargaining Agreement. In cases alleging matters covered by sub-sections (ii) and (iii), the arbitrator's authority will be limited to remanding the matter for compliance with procedural due process under this agreement and/or compliance with the written criteria of the University. The arbitrator

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may extend the term of an appointment to permit compliance with his or her award, but any such extension will not result in de facto tenure. In such event, the arbitrator will not have the authority to grant tenure.

11.2

(a) Grievance Procedure - Grievances may be filed by the AAUP on behalf of any member or group of members, or by the University. A written grievance must be filed with the Provost within thirty (30) days after the event or facts giving rise to the grievance become known to the grieving party. In addition, grievances must be filed within four (4) months of the occurrence of the facts giving rise to the grievance, except that there will be no such limitation regarding a claim that the University miscalculated the salary payable to a faculty member.

(b) Any grievance brought by a faculty member, or the AAUP on behalf of such faculty member, complaining about any evaluation, will be discussed between the faculty member involved and the dean. If the grievance is not satisfactorily resolved by the dean, the faculty member may appeal to the UAB.

(c) Step One - Conferences will be held in an effort to settle the grievance at the departmental level between the University's representative, the faculty member or members involved and a representative of the AAUP. Such conferences will take place within seven (7) calendar days after the grievance is filed. If the grievance is not settled at Step One, the University's representative will, within seven (7) calendar days after the last conference, deliver a signed statement of his/her position to the AAUP and the faculty member or members involved.

(d) Step Two - The Step One response may be appealed by filing a written notice of appeal with the dean of the affected college or school within seven (7) calendar days after receipt of the written Step One response. The dean will, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, including the appropriate department chairperson, in an effort to resolve the grievance. If the grievance is not settled at Step Two, the dean will, within seven (7) calendar days after

the last conference, deliver a signed statement of the University's position to the AAUP and the affected faculty member or members.

(e) Step Three - The Step Two response may be appealed by filing a written notice of appeal with the Provost within seven (7) calendar days after receipt of the written Step Two response. The Provost will, within seven (7) calendar days after receipt of the notice of appeal, confer with the AAUP representative, the faculty member or members involved and any other persons with knowledge of the facts, in an effort to resolve the grievance. If the grievance is not settled at Step Three, the Provost will, within seven (7) calendar days after the last conference, deliver a signed statement of the University's final position to the AAUP and the faculty member or members involved.

(f) Step Four - If the grievance is not resolved at Step Three within ninety (90) days of the determination made at Step Three, either party may commence an arbitration proceeding before the American Arbitration Association in accordance with its Voluntary Labor Rules then in effect, by serving the other party with a written notice of intention to arbitrate. All costs of such arbitration, exclusive of counsel and witness fees, will be shared by the parties. There will not be outside arbitration with regard to issues arising in connection with appointment, reappointment, promotion, tenure, annual evaluation, or matters dealt with by the UAB, which matters will be resolved in accordance with procedures provided under Article 5 of this collective Bargaining Agreement, except as provided in Section 11.(b) of this Article 11.

(g) All time limitations provided for in the preceding four (4) steps may be extended by mutual agreement of the parties.

(h) In the event that either party alleges a violation of Article 10 ("NO STRIKE, WORK STOPPAGE, OR LOCK-OUT"), such party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association.

ARTICLE 12: MERGER OR ACQUISITION

In the event that Hofstra University merges with or acquires any other educational institution or portion thereof, the faculty members of such educational institution who become employed by the University automatically will become part of the bargaining unit set forth hereinabove in Section 2.2, provided that such faculty members are not then represented by another labor organization and further provided that the inclusion of such faculty members in this bargaining unit does not violate the law as it may be constituted.

ARTICLE 13: RELEASED TIME

Released time for the AAUP will be apportioned as follows:

(a) Four (4) credit hours of released time will be allocated to the AAUP to be apportioned in such proportions as it shall deem appropriate;

(b) Six (6) credit hours per year of released time, normally at the rate of three (3) semester hours per semester, will be allocated to the President of the AAUP;

ARTICLE 14: UNION SECURITY AND CHECK-OFF

14.1 The AAUP and the Administration agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the AAUP.

14.2 A member of the collective bargaining unit may request exemption by right of conscience from the payment of chapter dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of the Hofstra Chapter of the AAUP. Such affidavit will be filed with the President of the University and the President of the AAUP and will thereby exempt the collective bargaining unit member from the "Dues" provisions of this Agreement. Any such exempt person will be expected to contribute a sum equal to the dues to any campus use such as scholarships and library, but not

to be used to modify salaries. These monies will be distributed by the Administration.

14.3 The AAUP will submit to the Administration signed voluntary check-off authorization cards. Thereafter, the Administration will deduct dues in twenty-four (24) equal installments from the faculty paychecks commencing September 1 of each year; if authorization is received after September 1, the dues will be deducted in equal installments in the remaining pay periods of the fiscal year. The Administration will remit the receipts to the AAUP within thirty (30) days after deduction.

14.4 Adjunct members of the collective bargaining unit are exempt from this clause. Their dues and assessments will be paid directly to the Treasurer of the AAUP.

14.5 The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fee deductions to the Chapter each pay period.

When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

The Administration shall not be liable to the Chapter by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from the pay earned by the bargaining unit member.

If a faculty member fails to comply with the provisions of this Article, and following at least fourteen (14) calendar days' written notice to the faculty member, the Chapter may notify the University that said faculty member has not complied with the dues or service fees or conscientious objector section of this Article. Upon receipt of such written notification from the Chapter that it has observed all applicable provisions of this Article and that the faculty member(s) is in non-compliance with said Article, the Administration shall fine the faculty member an amount equal to five (5) full working days' base salary or the faculty member may choose

to pay 125% of the current Chapter dues, fees, and special assessments in lieu thereof. The Administration will use one hundred fifty (150) days per academic year as the basis for computing the deduction for the five (5) full working days. This provision may be invoked against a faculty member only once each semester.

A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the payroll office and to the Chapter written notice of cancellation no earlier than thirty (30) days prior to the anniversary date of the authorization, or the anniversary date of this agreement, whichever comes first.

14.6 Indemnification. The Chapter shall indemnify and hold the University harmless from any and all liability resulting from any and all claims, demands, suits, or other actions arising from compliance with this Article 14. Indemnification shall include attorney's fees and the cost of litigation.

ARTICLE 15: SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement will remain in full force and effect.

ARTICLE 16: INTEREST SUCCESSION

All the terms and conditions of this Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 17: NON-DISCRIMINATION CLAUSE

Neither party will discriminate against any faculty member because of race, creed, color, national origin, physical disability, age, sex, marital status, sexual preference, or union activity.

ARTICLE 18: PERSONNEL FILES

18.1 Except as otherwise provided, a faculty member will be entitled to review his/her personnel files from time to time, upon reasonable notice to and under the supervision of the Provost or other person or committee maintaining such files and will have the right to include such additional information in his/her file as he/she considers necessary or desirable.

18.2 Confidential communications included in a faculty member's personnel file will be identified and treated as confidential and the faculty member involved will not be permitted to review such information unless such confidentiality is waived by the originator of such confidential communication. Upon request, the substance of the communication will be forwarded to the faculty member involved when, in the opinion of the Provost or other person or committee maintaining such files, the identity of the originator of such confidential communication will not be revealed. The faculty member involved will have the opportunity to respond in writing and will be permitted to include such response in his/her official file. Any confidential material added to the file on or after February 1, 1977 must be stamped CONFIDENTIAL and the substance of such material will be provided to the faculty member involved upon request.

ARTICLE 19: AFFIRMATION OF FULL DISCLOSURE

19.1 The Administration agrees that it will provide the AAUP with the Treasurer's Annual Financial Statement, the Auditor's Certified Annual Report, the Approved Budget of the University (promptly after approval by the Board of Trustees), the University's Monthly Budget Reports and the Income and Direct Expenditure Report for each of the departments and schools. A sample monthly budget report and a sample income and expenditure report have been initialled by the parties.

19.2 For members of the bargaining unit, the Administration will provide salaries, personnel changes, prospective personnel changes (appointment, reappointment, promotion, tenure, retirement, leaves), along with timetables for implementation of such prospec-

tive personnel changes. It will also inform the AAUP in writing of any modifications of policies that will directly or indirectly affect the faculty, and of any increases in aggregate salary for any faculty constituency. The material which the Administration is required to provide to the AAUP hereunder shall include but not be limited to the following:

(a) Upon mailing an appointment letter to a new full-time faculty member, or an assignment letter to an adjunct faculty member, the Administration shall provide the AAUP with same, which will include the name, mailing address, rank, base salary, effective date, and length of appointment of such new faculty member.

(b) Within 60 days after the start of each semester, the Administration shall provide the AAUP with a list of all full-time faculty members appointed for such semester, including the name, mailing address, and compensation.

(c) Within 30 days after the fact, the AAUP will receive copies of notices sent to full-time faculty members that his/her appointment at Hofstra has been terminated for any reason whatsoever, including retirement, disability, or death.

(d) The Administration shall forward to the AAUP copies of all termination notices of full-time faculty members at the same time such notices are sent to the faculty member.

ARTICLE 20: PAST PRACTICES

All well-established practices which benefit at least five (5) members of the bargaining unit in a significant manner will be maintained, unless modified by this Agreement or by mutual consent. For cases involving fewer than five (5) faculty members, the Joint Standing Committee will meet to resolve the problem.

ARTICLE 21: DEPARTMENT CHAIRPERSONS

21.1 All chairpersons, as of the effective date of this Agreement, will serve for the balance of their pres-

HOFSTRA UNIVERSITY
HEMPSTEAD • NEW YORK 11550
Office of the Provost
and Dean of Faculties

February 6, 1989

TO: Full-Time Faculty

FROM: Sylvia J. Giallombardo, Ph.D.
Associate Provost for Academic Affairs

C O R R E C T I O N N O T I C E

In regard to the Hofstra Chapter of the A.A.U.P. Collective Bargaining Agreement, September 1, 1988 - August 31, 1991, ARTICLE 5: APPOINTMENT, REAPPOINTMENT, NON-REAPPOINTMENT, PROMOTION, AND TENURE, SECTION 8, on page 11, should read as follows:

5.8 The written recommendation of the Ad Hoc Tenure Committee will be forwarded to the individual faculty member, to the Department Chairperson, to the FPB, to the Dean and to the Provost.

Please correct your copy.

SJG:tm

cc: Sanford Hammer, Ph.D., Provost and Dean of Faculties
Deans Andrews, Beilin, Berliner, Christman, Vogt
Chairs
Stuart H. Bompey, Esq.

ent terms. Upon the expiration of their current term as chairpersons, the procedures set forth hereafter will be invoked to fill such vacancies.

21.2 In departments needing to choose a chairperson, the procedures to be followed will be either those specified in FPS 13 or a different procedure approved by the department for proposing candidates. Should the department choose to adopt a procedure other than FPS 13, the department will first meet with the dean to explore with him/her the procedure it contemplates. The standard by which the department will determine upon a procedure will be the protection of both the department's rights to consultation and the dean's right to choose after having received the advice of the department members, while advancing the harmony and other best interests of the department, the school and the University. After the adopted procedure for recommendation of candidates by department members has been completed, the dean will recommend his/her choice to the Provost, subject to the approval of the President and the Board of Trustees.

21.3 Chairpersons will normally serve for not more than two consecutive three-year terms.

21.4 Chairpersons will be evaluated annually according to the procedures established by the University Senate.

21.5 In the event either that two-thirds of the membership of a department petition the dean for removal of a chairperson or that the dean requests such removal, which petition or request shall state good cause, the dean will meet with the department for explanation and exchange of views. If the petition or request is not thereupon withdrawn, the position will be deemed vacant and the procedure set forth above for filling a vacancy will be employed.

ARTICLE 22: ADJUNCT FACULTY AND SPECIAL FACULTY STATUS

22.1 Adjunct Faculty shall be designated as Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor. The criteria for such adjunct faculty ranks shall be as set forth in the applicable Faculty Policy Series, as amended on or about November 15, 1982.

22.2 The title Special will designate any full-time faculty appointment for less than the appropriate time period designated by the Faculty Statutes (i.e., Special Instructor, Special Assistant Professor, Special Associate Professor, Special Professor).

22.3 Instructors who normally receive a one-year contract will be designated "Special" when they receive a one semester contract.

22.4 All ranks of the professoriate who would normally receive a two-year contract will be termed "Special" whenever the contract will be less than two years.

ARTICLE 23: DURATION AND EFFECTIVE DATE

23.1 This Agreement will be effective as of the first day of September, 1988 and will expire on the thirty-first day of August, 1991.

23.2 The parties will commence negotiations toward a new Collective Bargaining Agreement during the Spring semester of 1991.

HOFSTRA UNIVERSITY

BY:

James M. Shuart, President

NEGOTIATING COMMITTEE

Sanford Hammer, Provost

Anthony T. Procelli

Sylvia Giallombardo

HOFSTRA UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

BY:

Louis J. Kern, President
Hofstra Chapter, A.A.U.P.

NEGOTIATING COMMITTEE

Richard O'Brien, Vice President

Selma Greenberg

George Papaioannou

J. Richard Block

Joyce Payne

Kimberly Cline

Ruth Prigozy

Jerry Delamater

Cecile Shore

APPENDIX A

NEW COLLEGE

The responsibilities of the New College faculty being unique, the items below relate only to the New College Faculty.

I. Teaching Load

Members of the New College faculty who are full-time for an entire academic year and assigned the teaching load described below will be called "Teaching Fellows."

The instructional load for the academic year for New College Teaching Fellows will be as follows: 20 semester credit hours of classroom instruction, plus the supervision of 16 Individual Projects of 3 or 4 semester hours each during the two regular semesters or their equivalents as listed below and as determined by the New College (Departmental) Personnel Committee, based upon other sections of this Collective Bargaining Agreement and past practices at New College consistent with this Collective Bargaining Agreement and the Statutes of the University:

--seminars (including Special Seminars);

--Off-Campus Education Projects;

--University Without Walls modes (including Contracts, credits-by-examination, and assessments of prior learning);

--New College Master of Arts Program components (including Initial Studies, Contracts, Master's Theses);

--other equivalent faculty services.

The New College calendar contains 30 teaching weeks in the two regular semesters, plus five weeks of advisement, orientation, evaluation, and development. New College classes meet four days a week, generally between 9:00 a.m. and 5:00 p.m. Other class times for other New College programs are determined by program needs and faculty teaching load obligations. During these 35 weeks, the Teaching Fellows will be available for classroom teaching, Individual Projects supervision, the supervision of Student Initiated Projects, advisement, and activities peculiar to New College Programs.

II. Teaching Fellow Compensation

Compensation for New College Teaching Fellows will be as follows: base salary supplemented by a percentage of 10% of base salary to cover the longer academic year, longer teaching week, and diversity of teaching responsibilities. Annual salary increments will be added to the base salary before computation of the 10% New College Teaching Fellow salary supplement.

Overload compensation for Teaching Fellows will be in accord with other provisions of this Agreement and will be consistent with the overload compensation of other full-time members of the University's faculty included in this Agreement, and also consistent with past practices at New College, as accepted by the New College Personnel Committee.

III. Appointment of New College Teaching Fellows

The appointment of a University faculty member as a Teaching Fellow is annual and may be renewed on an annual basis. Teaching Fellows carry University faculty ranks and have contracts as University faculty consistent with this Agreement and the Statutes of the University.

Faculty new to the University appointed as Teaching Fellows will have their initial appointment made cooperatively through the participation of an appropriate departmental personnel committee. Subsequent personnel decisions will be made cooperatively and in a manner consistent with other provisions of this Agreement, the Statutes of the University, the policies of the New College Personnel Committee, and past practices affecting New College faculty in accord with this Agreement, the Statutes of the Uni-

versity and the policies of the New College Personnel Committee.

APPENDIX B

LIBRARY

I. Full-time Library faculty required to work "staggered" schedules should be guaranteed the following limitations on their work schedule, except for emergencies or for substituting for persons ill or on vacations:

(a) Saturday duty no more often than once per month.

(b) Saturday duty only during Spring and Fall semester.

(c) No Saturday duty during summer session, intersessions, or vacation periods.

(d) No Sunday duty.

(e) Evening duty no more often than once a week. (Evening duty defined as any hours between 6 and 10 p.m.)

(f) Evening duty only during class and examination periods.

II. Work Schedule: a 35-hour week during the school year and a 32½ hour week during the summer months.

Released time: for Library faculty on official University assignments, computed as 8 working days of released time analogous to one semester hour credit for teaching faculty.

Holiday Compensation: Full-time and adjunct Library faculty who work on a University holiday will re-

ceive compensatory time at straight time or compensation at time and one-half the applicable adjunct or overload rate.

III. Vacation

Full-time Library faculty will have twenty-two (22) vacation days within each academic year which will be prorated for service of less than a full year. Temporary full-time faculty will earn vacation days at the rate of 1.83 days for each month worked. Vacation time accrued during one academic year must be taken by August 31 of the following year, except in special cases authorized by department chairpersons and the Dean of Library Services. In addition, full-time Library faculty will receive three-quarters of the number of days each year during the Spring and Christmas breaks off with pay, provided the time off is rotated so that there is sufficient coverage for the Library by full-time Library faculty during these periods.

IV. Professional Development

Each full-time member of the Library faculty will be entitled to twenty Professional Development Days within each academic year. Professional Development Days are intended to provide time for and to support research efforts of librarians, be used for attend-

ance at conferences, classes, professional meetings, and for other activities related to the duties of the librarian.

Requests for professional days will only be denied if granting such requests would result in inadequate professional coverage of the Library. Every effort will be made to accommodate such requests and to find adequate professional coverage. Should such request be so denied, such days will be rescheduled within the same academic year. If such days cannot be taken in the same academic year such days, up to a maximum of five (5) days, may be carried over for the next academic year. Such days will have no monetary value on termination or retirement. Travel or expense reimbursement, if any, for Professional Development Days activities will continue as in the past. In the Library faculty annual report, filed by August 31 of each year, Library faculty will summarize all Professional Development Days activities.

Attendance at workshops, conferences, demonstrations, etc., directly related to the current duties of a librarian will not be counted against the individual's Professional Development Days. Library faculty will receive travel and expense reimburse-

ment for attendance at these activities in accordance with FPS 24 II (full reimbursement). Attendance at activities covered by this paragraph must be initiated and/or approved by the appropriate Department Chairperson and the Dean.

Travel authorization and reimbursement for attendance at professional meetings will be in accordance with FPS #24.

V. Adjunct Library Faculty

Adjunct Library faculty are defined as those employed for less than a normal work schedule, as defined above. They will have the same ranks as part-time teaching faculty, in addition to a graduated salary scale. An adjunct Library faculty member may participate in the University health insurance and life insurance plans, provided that he/she pays all the necessary premiums and satisfies all requirements of the insurance carriers and is available under the present insurance policy. These benefits will be available only if there is no additional cost to the University. After completing 4 semesters of service (or equivalent in months), part-time Library faculty will be eligible for 1 course per semester free of tuition for self, spouse, and

children. After 8 semesters of service (or equivalent in months) this will be increased to 2 courses per semester. This benefit does not include courses in doctoral programs, the Law School or graduate courses in the case of children.

All part-time librarians shall receive pay based on their usual work schedule when the Library is closed for a holiday on their normally scheduled work day.

All part-time librarians continuously employed for two (2) years or more shall receive as vacation time per year three (3) times their average weekly hours based on the prior calendar year.

In the event of the death of a part-time librarian's spouse, child, parent, sibling, parents-in-law or legally adopted children, a leave of absence of up to three (3) scheduled days from the date of death with pay shall be granted to the bereaved employee. The number of scheduled days off will be determined based on the part-time librarian's schedule during the three (3) calendar days from the date of death.

VI. Adjunct Faculty and Overload Salary Schedule

Library faculty who are assigned overtime hours will be paid hourly wages according to a graduated scale based on rank and longevity at Hofstra as follows:

A--Adjunct Instructor

B--Adjunct Assistant Professor

C--Adjunct Associate Professor

D--Adjunct Professor

Effective 9/1/88:

	A	B	C	D
First 2 years	$12.50	14.61	16.69	18.78
3rd and 4th years	14.61	16.69	18.78	20.86
5 years or more	15.68	17.73	19.83	22.95

Effective 9/1/89:

	A	B	C	D
First 2 years	$13.76	16.07	18.35	20.65
3rd and 4th years	16.07	18.35	20.65	22.94
5 years or more	17.24	19.50	21.81	25.24

Effective 9/1/90:

	A	B	C	D
First 2 years	$15.13	17.67	20.18	22.71
3rd and 4th years	17.67	20.18	22.71	25.23
5 years or more	18.96	21.45	23.99	27.76

APPENDIX C

DISTRICT 65/DISTRICT COUNCIL 37
HOFSTRA INSTITUTE OF APPLIED SOCIAL SCIENCE

I. Work Year

The normal work year for all faculty in the District 65/ District Council 37 Institute shall commence the last week of September and terminate by the third week of June exclusive of interim session and holidays. Both full and part-time faculty may be required to work up to two days during the registration period prior to the first day of classes in September. However, the length of the total work year of District 65/District Council 37 Hofstra faculty shall not exceed the length of the total work year of other members of the University's faculty who are not excluded from the provisions of Section 6.1 of this Agreement.

II. Teaching Load

The teaching load for District 65/District Council 37 Institute faculty shall be twenty-four (24) semester hours divided into three (3) trimesters consisting of eight (8) trimester hours each for all full-time faculty.

APPENDIX D

TARGET DATES FOR ACTION BY

	DPC* and Chairperson	Faculty Personnel Board	Dean	Provost	President	Board of Trustees
Tenure (when December 31 conclusion is required)	Sept. 10** (2nd Tues.)	Sept. 25 (4th Wed.)	Oct. 15 (2nd Tues.)	Nov. 6 (1st Wed.)	Dec. 2 (1st Mon.)	Dec. 16 (3rd Mon.)
Non-reappointment (December 15 notification: see FS V.D.2.b.ii)	Oct. 1 (1st Tues.)	Oct. 10 (2nd Thurs.)	Oct. 25 (4th Fri.)	Nov. 11 (2nd Mon.)	Dec. 2 (1st Mon.)	Dec. 16 (3rd Mon.)
Non-Reappointment (March 1 notification: see FS V.D.2.b.ii)	Dec. 2 (1st Mon.)	Dec. 19 (3rd Tues.)	Jan. 24 (4th Fri.)	Feb. 7 (1st Fri.)	Feb. 20 (3rd Thurs.)	Feb. 25 (4th Tues.)
Reappointment (August 31 notification: see FS V.D.2.b.ii)	Feb. 14 (2nd Fri.)		April 15 (3rd Tues.)	May 15 (3rd Thurs.)	June 30 (5th Mon.)	July 31 (5th Thurs.)
Non-reappointment (August 31 notification: see FS V.D.2.b.ii)	Feb. 14 (2nd Fri.)	March 14 (4th Fri.)	April 30 (3rd Tues.)	May 30 (3rd Thurs.)	June 30 (5th Mon.)	July 31 (5th Thurs.)
Promotion (Full-time & Adjunct Faculty) July 31	Feb. 14	March 14 (2nd Fri.)	April 15*** (3rd Tues.)	June 2 (1st Mon.)	June 23 (4th Mon.)	July 15 (3rd Tues.)
Tenure (when August 31 conclusion is required)	March 14 (2nd Fri.)	April 15 (3rd Tues.)	May 15 (3rd Thurs.)	June 16 (3rd Mon.)	July 15 (3rd Tues.)	August 15 (3rd Fri.)
Annual Evaluation	Oct. 31 (last Thurs.)		Nov. 29 (last Fri.)	Jan. 31 (last Fri.)		

* Or Ad Hoc Tenure Committee, as appropriate.

** Procedures conformable to FPS No. 15 (IV) must have begun not later than the preceding April 30th.

*** For Hofstra College this target date is May 1st.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

BETWEEN

HOFSTRA UNIVERSITY

AND

THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

During the course of negotiations which led to the Collective Bargaining Agreement between Hofstra University and the American Association of University Professors for the period September 1, 1988 through August 31, 1991 and prior Collective Bargaining Agreements, certain proposals were accepted by both parties based upon the understandings of each party. This memorandum is intended to codify those understandings.

A. Section 3.4

It is agreed between the parties that the deletion of the parenthetical phrase of Section 3.4 of the Collective Bargaining Agreement, which expired on August 31, 1982, was not intended to change any of the rights or remedies that existed under the 1979-1982 Collective Bargaining Agreement.

B. Section 3.5

It is agreed between the parties that the deletion of the second sentence of Section 3.5 of the Collec-

tive Bargaining Agreement, which expired on August 31, 1979, was on the basis of redundancy and is not intended to change any rights or remedies that existed under the 1976-1979 Collective Bargaining Agreement.

C. Section 5.18

Section 5.18 of the Collective Bargaining Agreement will not be interpreted to limit or restrict any other right to information which the AAUP may have concerning the decisions and procedures provided in Article 5.

D. Article 6

Effective 9/1/89, regular full-time faculty members of the bargaining unit, who have taught 12 hours or more for each of the last twenty semesters, excluding summer session, intersession and administrative release time, may apply for a one semester general leave, with full pay and benefits. No more than four such leaves will be granted each year. A faculty member may receive such leave once every twenty semesters, if qualified. For the purposes of this benefit, a leave, whether special leave or unpaid general leave, will be the equivalent of 12 hours teaching for the semester in which the leave was taken.

E. Section 6.6

It is understood that the parties do not intend to deprive faculty who regularly supervise doctoral dissertations and doctoral internship advisement on overload of overload opportunities. Further, it is agreed that faculty who have less than the equivalent of three (3) hours of dissertation supervision and internship advisement combined, have the option of being paid at the per capita rate or taking up to three (3) hours on-load and owing credits. Such on-load option cannot be repeated until the debt has been repaid.

F. Section 6.13

This Article shall not be construed to limit or restrict any rights of indemnity to which any faculty member may be entitled by law.

G. Section 6.14

Full-time faculty who regularly teach doctoral dissertations on-load will be exempt from paragraph (f) of Section 6.14. Further, it is agreed that the release time provided in Section 6.14 will be proportioned in accordance with the number of regular full-time faculty members in each school, college and division.

H. Article 7

The "medical benefits" to "be continued," as set forth in the first sentence of Section 7.1, shall be the Blue Cross/Blue Shield benefits in effect as of September 1, 1979 as modified by Section 7.4 and the University Major Medical benefits in the major medical policy as of January 1, 1980, as modified by Sections 7.2 and 7.3 of this Agreement.

I. Article 7

A faculty member may contribute the full cost for the University health insurance and life insurance plans for an ex-spouse provided that the faculty member is responsible for such pursuant to a divorce decree, provided further that all the requirements of the insurance carriers are met and only to the extent permitted by the University's insurance carriers. These benefits will be available only if there is no additional cost to the University from the insurance carriers or insurance administrators.

J. Section 7.2

The right of the persons covered by clause (ii) in Section 7.2 to receive "outpatient and/or in-hospital" benefits is dependent on the fact that they "have commenced treatment for mental or nervous disorders prior to

9/1/79", whether or not such treatment was outpatient or in-hospital. Thus, a person covered by clause (ii) who commenced either in-hospital or outpatient treatment prior to September 1, 1979 is entitled to HSI benefits for either outpatient or in-hospital treatment, or both outpatient and in-hospital treatment.

K. Section 7.11

As set forth in Section 7.11 of the Collective Bargaining Agreement, the University will offer alternatives to TIAA/CREF. It is understood that in order to participate in such alternative retirement programs:

1. A faculty member must complete an authorization form indicating the investment organization to which contributions are to be submitted.
2. A faculty member's selection would be limited to a single investment organization as an alternative to TIAA/CREF.
3. Selection or change of investment organization may occur only one time per calendar year, effective January 1st of each year.
4. A release form absolving the University of any liability in connection with the financial conditions of the selected organization, its earnings, and the accumulation in the individual's account,

prepared by the University, must accompany each application.

L. Section 7.26

The amount to be paid pursuant to Section 7.26 is payable from the time of retirement "until the end of the academic year in which the faculty member reaches age 65 or five years, whichever is sooner," as the language clearly provides. Thus, a faculty member with an annual salary of $20,000 per year who retires at age 60 would be paid a total (depending on length of service) of either $20,000 or $30,000, spread out over the years between the year in which his early retirement commences and the year in which he or she reached age 65.

M. Former Section 7.22

For the 1988-89 academic year only, all regular full-time faculty members who are employed by the University as full-time faculty members for twenty years or more and retire between the ages of 65 and 67 shall be eligible for a retirement bonus based upon a percentage of their last academic year's base salary as specified herein. This bonus shall be in addition to any other retirement bonus provided for in FPS 28. Those faculty members who retire at age 65 with twenty or more years of full-time

faculty service at Hofstra shall receive a retirement bonus of thirty-five percent (35%) of their last academic year's base salary. Those faculty members who retire at age 66 with twenty or more years of full-time faculty service at Hofstra shall receive a retirement bonus of twenty-five percent (25%) of their last academic year's base salary. Those faculty members who retire at age 67 with twenty or more years of full-time faculty service at Hofstra shall receive a retirement bonus of fifteen percent (15%) of their last academic year's base salary.

N. Article 17

The parties stipulate that in cases involving alleged violations of Article 17 of the collective bargaining agreement, the standards to be used by the trier of fact will be those established by local, state and federal laws. In the case of discrimination based upon "sexual preference", the standards established under the New York City Human Rights Law will be used unless and until there is a New York State or federal law prohibiting discrimination on the basis of "sexual preference".

O. ARTICLE 19

It is agreed that Article 19, which was contained in the 1985-1988 Collective Bargaining Agreement and deleted from the 1988-1991 Collective Bargaining Agreement, will be incorporated into the appropriate

F.P.S. to the extent not yet incorporated into the Faculty Policy Series that existed on August 31, 1988.

P. Academic Conferences

It is agreed between the parties that academic conferences will be open to participation by all faculty members with expertise in a particular conference area. Toward this end, the University will make every effort to seek to involve all interested faculty in all Hofstra University extra-curricular academic enterprises.

Q. Adjunct Faculty Semesters

The parties agree that whenever the academic or regular semesters are used with reference to adjunct faculty, unless specifically included, such semesters shall exclude the summer sessions and intersessions at the University.

R. Adjunct Compensation and Promotions

All adjunct faculty members, whether or not they meet the requirements of Section 2.2, will receive not less than the applicable minimum rates specified in Section 8.6 of the Collective Bargaining Agreement. Further, within the Fall 1988 semester the Provost will issue a letter to all adjunct faculty members encouraging them to apply for promotion.

S. Blue Ribbon Committee

During the course of the 1988 collective bargaining negotiations, the University proposed amendments to the Collective Bargaining Agreement dealing with tenure and tenure-related issues, including prior service credit, tenure for a set number of years, extensions beyond the normal probationary period and non-tenure faculty positions. These proposals related, at least in part, to current and future changes in the Age Discrimination in Employment Act and mandatory retirement. The parties recognize the importance of these issues and that the collective bargaining process does not permit a full exploration of all of the issues and ramifications. Therefore, in order to give both parties the opportunity to fully explore them and related issues and to arrive at mutually acceptable solutions and proposals, it is agreed that by January 1, 1989 the President will appoint a Blue Ribbon Committee to investigate those issues and submit a report, with specific recommendations, by September 1, 1989 to the respective parties. This Committee will consist of five

(5) tenured faculty members recommended by the AAUP and five (5) administrators recommended by the Provost.

HOFSTRA UNIVERSITY

By _____
James M. Shuart,
President

HOFSTRA UNIVERSITY CHAPTER,
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

By _____
Louis J. Kern,
President

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